



UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

January 2023 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

KAMBIZ EGHBALI,
aka "Cameron Eghbali,"
HAMID HAJIPOUR, and
BABAK BAHIZAD,

Defendants.

CR No. 2:23-cr-00632-HDV

I N D I C T M E N T

[50 U.S.C. § 1705(c): Conspiracy to Violate the International Emergency Economic Powers Act; 18 U.S.C. §§ 1349: Conspiracy to Commit Bank Fraud; 18 U.S.C. § 1956(h): Conspiracy to Commit Money Laundering; 18 U.S.C. §§ 981, 982 and 28 U.S.C. § 2461(c): Criminal Forfeiture]

The Grand Jury charges:

INTRODUCTORY ALLEGATIONS:

At all times relevant to this Indictment:

The Conspirators

1. Defendant KAMBIZ EGHBALI, also known as "Cameron Eghbali" ("EGHBALI"), was the founder and Chief Executive Officer of Company 1, a purported videogame wholesaler and distributor located in North Hills, California. EGHBALI was a citizen of the United States and of the Islamic Republic of Iran ("Iran") and resided in

1 the Central District of California.

2 2. Co-Conspirator 1 was a national of Iran, resided in Iran,
3 and founded and controlled Company 2, an Iranian company, and
4 Company 3, a Turkish front company.

5 a. Company 2's advertised purposes included assisting
6 Iranian citizens with financial transactions with businesses based in
7 the United States.

8 3. Defendant HAMID HAJIPOUR was a national of Iran, resided in
9 Iran, and founded and controlled Company 4, an Iran-based company.

10 a. Company 4 advertised itself as a service for
11 downloading mobile applications in Iran with direct links for
12 Android, iOS, and other computer software.

13 4. Defendant BABAK BAHIZAD was a national of Iran, resided in
14 Iran, and was an employee of Company 5, an Iranian company.

15 a. Company 5 advertised itself as the "gate to Iran's
16 gaming market" and claimed that it imported products from the United
17 States, Europe, and the United Arab Emirates.

18 The International Emergency Economic Powers Act and the Iranian
19 Transactions and Sanctions Regulations

20 5. The International Emergency Economic Powers Act ("IEEPA"),
21 50 U.S.C. § 1701, et seq., granted the President of the United States
22 the authority to deal with unusual and extraordinary threats to the
23 national security, foreign policy, or economy of the United States.
24 Pursuant to that authority, the President may declare a national
25 emergency through Executive Orders that have the full force and
26 effect of law. Among other things, IEEPA empowers the President to
27 impose economic sanctions on a foreign country. It is a crime to
28 willfully violate, attempt to violate, conspire to violate, or cause

1 a violation of any order, license, regulation, or prohibition issued
2 pursuant to IEEPA. 50 U.S.C. § 1705(a), (c).

3 6. On March 15, 1995, the President issued Executive Order
4 12,957, which found that the actions and policies of the government
5 of Iran constituted an unusual and extraordinary threat and declared
6 a national emergency under IEEPA to deal with that threat. 60 Fed.
7 Reg. 14,615 (Mar. 17, 1995). In two subsequent Executive Orders in
8 1995 and 1997, the President imposed comprehensive sanctions on Iran
9 and clarified the original declaration of a national emergency. See
10 Exec. Order No. 13,059, 62 Fed. Reg. 44,531 (Aug. 21, 1997); Exec.
11 Order No. 12,959, 60 Fed. Reg. 24,757 (May 9, 1995). Since 1997, the
12 President has continued the national emergency with respect to Iran
13 and the 1995 and 1997 Executive Orders.

14 7. To implement the sanctions, the Secretary of the Treasury,
15 through the Office of Foreign Assets Control ("OFAC") promulgated the
16 Iranian Transactions Regulations, 31 C.F.R. Part 560, which were
17 subsequently renamed to the Iranian Transactions and Sanctions
18 Regulations ("ITSR").

19 8. The ITSR generally prohibit the exportation, reexportation,
20 sale, or supply, directly or indirectly, from the United States or by
21 a United States person (wherever located), of any goods, technology,
22 or services to Iran or the Government of Iran without having first
23 obtained OFAC authorization. 31 C.F.R. § 560.204.

24 9. The ITSR prohibition on the exportation, reexportation,
25 sale, or supply of services to Iran or the Government of Iran
26 contained in 31 C.F.R. § 560.204 includes financial services, and
27 applies to (1) the transfer of funds, directly or indirectly, from
28 the United States or by a U.S. person (wherever located), to Iran;

1 and (2) the provision, directly or indirectly, of money remittance
2 services to Iran. 31 C.F.R. § 560.427.

3 10. The ITSR also prohibit conspiring to violate any ITSR
4 prohibition, and any transaction that evades or avoids, that has the
5 purpose of evading or avoiding, that causes a violation of, or that
6 attempts to violate an ITSR prohibition. 31 C.F.R. § 560.203.

7 11. At no time did EGHBALI, HAJIPOUR, BAHIZAD, or Company 1
8 apply for, receive, or possess a license from OFAC to export,
9 reexport, sell, or supply goods, services, or technologies from the
10 United States to Iran or the Government of Iran.

11 Relevant Financial Institutions

12 12. Manufacturers Bank, Wells Fargo, Bank of America, and
13 California Bank & Trust were financial institutions in the United
14 States, which were located within the Central District of California
15 and elsewhere, whose accounts were insured by the Federal Deposit
16 Insurance Corporation ("FDIC").

17 13. EGHBALI maintained, as the sole signatory, bank accounts
18 with Bank of America (ending in 7246), Wells Fargo (ending in 9820),
19 and California Bank & Trust (ending in 7744). EGHBALI also
20 maintained, as joint signatory, a bank account with Manufacturers
21 Bank (ending in 5332).

COUNT ONE

[50 U.S.C. § 1705(c)]

[DEFENDANTS KAMBIZ EGHBALI AND BABAK BAHIZAD]

14. The Grand Jury incorporates and realleges the allegations set forth in paragraphs 1 through 13, above, as if fully set forth herein.

A. OBJECTS OF THE CONSPIRACY

15. Beginning at least as early as in or around March of 2014, and continuing up to and including at least in or around September of 2019, in Los Angeles County, within the Central District of California, and elsewhere, defendants KAMBIZ EGHBALI, also known as "Cameron Eghbali" ("EGHBALI") and BABAK BAHIZAD ("BAHIZAD") (collectively, the "defendants") and others known and unknown to the Grand Jury, knowingly conspired and agreed with each other to:

a. Engage in and cause a transaction that evades and avoids, that has the purpose of evading and avoiding, that causes a violation of, and that attempts to violate an ITSR prohibition, in violation of 50 U.S.C. § 1705(a) and (c), and 31 C.F.R. § 560.203;

b. Export, reexport, sell, and supply, directly and indirectly, from the United States and by a United States person (wherever located), goods, technology, and services to Iran or the Government of Iran, without having first obtained OFAC authorization, in violation of 50 U.S.C. § 1705(a) and (c), and 31 C.F.R. § 560.204.

B. MEANS BY WHICH THE OBJECTS OF THE CONSPIRACY WERE TO BE ACCOMPLISHED

16. The objects of the conspiracy were to be accomplished in substance as follows:

a. Defendant BAHIZAD would send orders from Iran to

1 defendant EGHBALI in the Central District of California to request
2 that defendant EGHBALI transfer goods, technology, and services, in
3 the form of digital and physical gift cards loaded with U.S. dollars,
4 to him for the benefit of Company 5.

5 b. Defendant EGHBALI would send defendant BAHIZAD
6 invoices listing the number, type, and cost of gift cards that he
7 proposed to send and identifying third-party entities as the
8 purchaser of the gift cards and listing Company 1 as the seller.

9 c. Defendant BAHIZAD would pay defendant EGHBALI for the
10 gift cards by transferring money from Iran to defendant EGHBALI's
11 Bank of America, Wells Fargo, Manufacturers Bank, and California Bank
12 & Trust bank accounts in the United States, using third parties in
13 other countries to conceal from banks and U.S. regulators that the
14 transfers were related to the provision of goods, technology, and
15 services to Iran.

16 d. Defendant EGHBALI would transfer the requested gift
17 cards in digital and physical form loaded with U.S. dollars to
18 defendant BAHIZAD in Iran for the benefit of Company 5.

19 C. OVERT ACTS

20 17. In furtherance of the conspiracy and to accomplish its
21 objects, on or about the following dates, defendants EGHBALI and
22 BAHIZAD, and others known and unknown to the Grand Jury, committed
23 various overt acts within the Central District of California and
24 elsewhere, including but not limited to the following:

25 Overt Act No. 1: On March 27, 2014, defendant BAHIZAD caused
26 \$2,600 to be wired into defendant EGHBALI's Manufacturers account
27 (ending in 5332).

28 Overt Act No. 2: On March 27, 2014, defendant EGHBALI e-

1 mailed defendant BAHIZAD, confirming he received \$2,600 from
2 defendant BAHIZAD but inquiring about a payment that was past due.

3 Overt Act No. 3: On March 27, 2014, defendant BAHIZAD
4 responded, "[t]here is no way to transfer money till holidays be
5 finish. If I make a money order by unusual people it will take long
6 time & will be no different that I wait to trust person come back to
7 work. The main unpaid invoice is INV#84217 by 55,742\$ that you let
8 me paid after Norooz [the Iranian New Year] holidays."

9 Overt Act No. 4: On April 29, 2014, after defendant EGHBALI
10 e-mailed defendant BAHIZAD to express his disappointment regarding an
11 incomplete payment, defendant BAHIZAD wrote, "Nooo! This is not that
12 amount that I told you. This is a person in Canada that usually
13 transfer about 2000\$ every 7~10 days. Don't worry. I arranged the
14 money order as I told you."

15 Overt Act No. 5: On January 13, 2015, defendant BAHIZAD
16 caused \$49,975 to be wired from an entity with the initials C.G.T. in
17 the United Arab Emirates into defendant EGHBALI's Manufacturers
18 account (ending in 5332).

19 Overt Act No. 6: On January 13, 2015, defendant BAHIZAD sent
20 an e-mail from his Company 5 e-mail to defendant EGHBALI at his
21 Company 1 e-mail with the subject line "50k" and with an attachment
22 summarizing a transaction to Company 1 for \$50,000USD from C.G.T. in
23 the United Arab Emirates.

24 Overt Act No. 7: On September 2, 2015, defendant BAHIZAD e-
25 mailed defendant EGHBALI to place an order for United States gift
26 cards, to be paid in U.S. dollars.

27 Overt Act No. 8: On September 2, 2015, defendant EGHBALI
28 responded via e-mail, "Ok, thanks. We also got \$5K today from you,

1 are sending another wire transfer?"

2 Overt Act No. 9: On September 2, 2015, defendant BAHIZAD
3 replied via e-mail that "28K" would be in defendant EGHBALI's account
4 by Friday or Monday.

5 Overt Act No. 10: On August 2, 2016, defendant BAHIZAD caused
6 \$2,541.13 to be wired from an entity with the initials A.C.C. in the
7 United Kingdom into defendant EGHBALI's Bank of America account
8 (ending in 7246).

9 Overt Act No. 11: On August 2, 2016, defendant EGHBALI
10 confirmed via e-mail to an employee from Company 1 that any time a
11 payment was received by an entity A.C.C. it was really Company 5.

12 Overt Act No. 12: On July 23, 2018, defendant BAHIZAD caused
13 \$45,000 to be wired into defendant EGHBALI's Bank of America account
14 (ending in 7246).

15 Overt Act No. 13: On July 23, 2018, defendant BAHIZAD e-mailed
16 defendant EGHBALI asking for his statement as of May 2018 after
17 receiving the recent payment.

18 Overt Act No. 14: On July 25, 2018, defendant BAHIZAD caused
19 \$3,587.11 to be wired into defendant EGHBALI's Bank of America
20 account (ending in 7246).

21 Overt Act No. 15: On November 28, 2018, defendant BAHIZAD
22 received at his Company 5 e-mail address a statement from Company 1
23 itemizing dozens of invoices with a balance due of \$20,008.41 and
24 listing an entity with the initials B.O.P as the purchaser.

25 Overt Act No. 16: Between December 17, 2018, and December 20,
26 2018, in response to an e-mail from California Bank & Trust's
27 compliance department regarding Company 1's business operations and
28 international transactions, defendant EGHBALI e-mailed California

1 Bank & Trust and represented that Company 1 had policies designed to
2 prevent transactions with entities inside countries subject to OFAC
3 sanctions, stating, "[w]e are strictly B2B and all entity or
4 businesses want to open an account with us has to go thru DNB check,
5 OFAC SDN check list and state or country of origin Business license
6 verifications."

7 Overt Act No. 17: On April 9, 2019, defendant EGHBALI sent an
8 e-mail to defendant BAHIZAD at his Company 5 e-mail address asking
9 for defendant BAHIZAD to "remit payment at your earliest convenience"
10 for the attached statement. The attached statement, addressed to
11 B.O.P. (Jebel Ali branch), itemized approximately 70 invoice numbers
12 from January 2, 2018, to April 5, 2019, and listed payments on July
13 23, 2018, for \$45,000 and on July 25, 2018, for \$3,587.11.

14 Overt Act No. 18: On July 8, 2019, defendant BAHIZAD e-mailed
15 defendant EGHBALI to place another order for United States gift
16 cards, to be paid in U.S. dollars.

17 Overt Act No. 19: On July 9, 2019, defendant BAHIZAD e-mailed
18 defendant EGHBALI stating that he received an invoice and "codes" for
19 the gift cards but that he was waiting for more codes.

20 Overt Act No. 20: On July 11, 2019, defendant EGHBALI sent an
21 e-mail to BAHIZAD apologizing for the delay and stating that he
22 received the "shipment" and would send the "codes" for the gift cards
23 soon.

24 Overt Act No. 21: On September 3, 2019, defendant BAHIZAD
25 caused \$1,712.67 to be wired from A.C.C. in the United Kingdom into
26 defendant EGHBALI's California Bank & Trust account (ending in 7744).
27
28

COUNT TWO

[50 U.S.C. § 1705(c)]

[DEFENDANTS KAMBIZ EGHBALI AND HAMID HAJIPOUR]

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A. OBJECTS OF THE CONSPIRACY

19. Beginning at least as early as in or around March of 2015, and continuing up to and including at least in or around January of 2019, in Los Angeles County, within the Central District of California, and elsewhere, defendants KAMBIZ EGHBALI, also known as "Cameron Eghbali" ("EGHBALI"), and HAMID HAJIPOUR ("HAJIPOUR") (collectively, the "defendants"), and Co-Conspirator 1, and others known and unknown to the Grand Jury, knowingly conspired and agreed with each other to:

a. Engage in and cause a transaction that evades and avoids, that has the purpose of evading and avoiding, that causes a violation of, and that attempts to violate an ITSR prohibition, in violation of 50 U.S.C. § 1705(a) and (c), and 31 C.F.R. § 560.203;

b. Export, reexport, sell, and supply, directly and indirectly, from the United States and by a United States person (wherever located), goods, technology, and services to Iran or the Government of Iran, without having first obtained OFAC authorization, in violation of 50 U.S.C. § 1705(a) and (c), and 31 C.F.R. § 560.204.

B. MEANS BY WHICH THE OBJECTS OF THE CONSPIRACY WERE TO BE ACCOMPLISHED

20. The objects of the conspiracy were to be accomplished in substance as follows:

1 a. Defendant HAJIPOUR and Co-Conspirator 1 would send
2 orders from Iran to defendant EGHBALI in the Central District of
3 California to request that defendant EGHBALI transfer goods,
4 technology, and services, in the form of digital and physical gift
5 cards loaded with U.S. dollars, to them for the benefit of Company 2
6 and Company 4.

7 b. Defendant EGHBALI would send defendant HAJIPOUR and
8 Co-Conspirator 1 invoices listing the number, type, and cost of gift
9 cards that he proposed to send them and identifying Company 3 or
10 another entity as the purchaser of the gift cards and listing
11 Company 1 as the seller.

12 c. Defendant HAJIPOUR and Co-Conspirator 1 would pay
13 defendant EGHBALI for the gift cards by transferring money from Iran
14 to defendant EGHBALI's Bank of America, Wells Fargo, Manufacturers
15 Bank, and California Bank & Trust bank accounts in the United States,
16 using third parties in other countries to conceal from banks and U.S.
17 regulators that the transfers were related to the provision of goods,
18 technology, and services to Iran.

19 d. Defendant EGHBALI would transfer the requested gift
20 cards in digital and physical form loaded with U.S. dollars to
21 defendant HAJIPOUR and Co-Conspirator 1 in Iran for the benefit of
22 Company 2 and Company 4.

23 C. OVERT ACTS

24 21. In furtherance of the conspiracy and to accomplish its
25 objects, on or about the following dates, defendants EGHBALI and
26 HAJIPOUR, and Co-Conspirator 1 and others known and unknown to the
27 Grand Jury, committed various overt acts within the Central District
28 of California and elsewhere, including but not limited to the

1 following:

2 Overt Act No. 1: After a series of e-mails between defendant
3 EGHBALI and Co-Conspirator 1 on March 27, 2015, and March 28, 2015,
4 Co-Conspirator 1 placed an order with defendant EGHBALI for two \$5
5 and one \$15 gift cards.

6 Overt Act No. 2: On March 30, 2015, defendant EGHBALI sent
7 Co-Conspirator 1 an invoice, listing Company 3, for those same three
8 gift cards and stating that the charged total was \$25.33.

9 Overt Act No. 3: On March 30, 2015, Co-Conspirator 1 e-mailed
10 defendant EGHBALI a screenshot confirming a payment for \$25.33.

11 Overt Act No. 4: On March 30, 2015, defendant EGHBALI
12 confirmed with Co-Conspirator 1 that he received the payment and
13 would send the "codes" soon.

14 Overt Act No. 5: In e-mails exchanged between defendant
15 EGHBALI and Co-Conspirator 1 between April 1, 2015, and April 28,
16 2015, Co-Conspirator 1 placed an order with defendant EGHBALI for
17 approximately 70 gift cards.

18 Overt Act No. 6: On April 28, 2015, defendant EGHBALI sent
19 Co-Conspirator 1 two invoices itemizing the 70-gift card order: one
20 with a total price as \$1,397 that included \$45 to ship the physical
21 gift cards and one with a total price of \$1,352 without a shipping
22 cost.

23 Overt Act No. 7: On October 14, 2016, Co-Conspirator 1 e-
24 mailed defendant EGHBALI asking him to e-mail the gift cards to
25 Company 4's e-mail address "[b]ecause after that we want to send our
26 new order asap."

27 Overt Act No. 8: On October 14, 2016, defendant EGHBALI e-
28 mailed Co-Conspirator 1 to confirm that he received Co-

1 Conspirator 1's payment of \$31,200.

2 Overt Act No. 9: In online messages exchanged between
3 defendant EGHBALI and Co-Conspirator 1 on March 20, 2017, defendant
4 EGHBALI asked Co-Conspirator 1 about a payment of \$29,000 that was
5 two weeks overdue.

6 Overt Act No. 10: On March 20, 2017, Co-Conspirator 1 replied,
7 "No, because sat & sun was holiday in turkey & also today in iran."

8 Overt Act No. 11: On March 29, 2017, Co-Conspirator 1 sent
9 defendant EGHBALI an online message, assuring defendant EGHBALI that
10 he had a "sarafi" --- a Farsi word referring to a money exchanger or
11 money exchange service - "in Iran" operated by one of their "trusted
12 brokers" (English translation).

13 Overt Act No. 12: On April 3, 2017, Co-Conspirator 1 placed an
14 order with defendant EGHBALI for U.S. gift cards via an online-
15 messaging service.

16 Overt Act No. 13: On April 3, 2017, defendant EGBHALI sent Co-
17 Conspirator 1 an invoice for the gift cards via e-mail and later
18 transferred the gift card numbers to Co-Conspirator 1 via a file-
19 sharing service.

20 Overt Act No. 14: On April 4, 2017, Co-Conspirator 1 caused
21 \$38,121 to be wired into defendant EGHBALI's Bank of America account
22 (ending in 7246).

23 Overt Act No. 15: On April 11, 2017, Co-Conspirator 1 caused
24 \$36,263 to be wired into defendant EGHBALI's Bank of America account
25 (ending in 7246).

26 Overt Act No. 16: On April 13, 2017, defendant EGHBALI sent an
27 invoice to Co-Conspirator 1 for more than 1,000 United States gift
28 cards that defendant EGHBALI transferred to Co-Conspirator 1 via a

1 file-sharing service.

2 Overt Act No. 17: On April 13, 2017, Co-Conspirator 1 caused
3 \$28,762 to be wired into defendant EGHBALI's Wells Fargo account
4 (ending in 7246).

5 Overt Act No. 18: On July 25, 2017, defendant EGHBALI sent Co-
6 Conspirator 1 an e-mail with an attachment, which defendant EGHBALI
7 stated in the e-mail was for "all the account transactions up to
8 date." The attachment listed payments (identified above) on April 4,
9 2017, for \$38,121, on April 11, 2017, for \$36,263, and on April 13,
10 2017, for \$28,762.

11 Overt Act No. 24: On June 8, 2018, defendant HAJIPOUR caused
12 \$26,250 to be wired into defendant EGHBALI's Bank of America account
13 (ending in 7246).

14 Overt Act No. 25: On June 8, 2018, defendant HAJIPOUR sent an
15 online message to defendant EGHBALI, asking, "Did you receive the
16 \$26,250 transfer?" (English translation).

17 Overt Act No. 26: During a series of online messages between
18 defendants EGHBALI and HAJIPOUR, in response to defendant EGHBALI
19 saying that he sent the invoice to Co-Conspirator 1, defendant
20 HAJIPOUR told defendant EGHBALI to send it to his Company 4 e-mail
21 address.

22 Overt Act No. 27: On July 9, 2018, defendant HAJIPOUR sent an
23 online message to defendant EGHBALI expressing his frustration with
24 the difficulties of doing transfers from "Iran" and asked defendant
25 EGHBALI if he would consider accepting Western Union. Defendant
26 HAJIPOUR indicated that he had obtained the right to represent
27 Western Union in Turkey, which would make transferring money to
28 defendant EGHBALI easier.

1 Overt Act No. 28: On July 9, 2018, defendant EGHBALI responded
2 that he was unsure how to do what defendant HAJIPOUR had asked and
3 would need time to check.

4 Overt Act No. 29: On July 11, 2018, defendant HAJIPOUR caused
5 \$26,000 to be wired into defendant EGHBALI's Bank of America account
6 (ending in 7246).

7 Overt Act No. 30: On July 12, 2018, defendant HAJIPOUR
8 informed defendant EGHBALI that he had received a \$26,000 receipt in
9 exchange for an order of United States gift cards previously placed
10 with defendant EGHBALI.

11 Overt Act No. 31: On July 26, 2018, defendant EGHBALI e-mailed
12 defendant HAJIPOUR, at the Company 4 e-mail address, an invoice (No.
13 133085) listing Company 3 as the recipient for a balance of
14 \$22,002.90.

15 Overt Act No. 32: On July 27, 2018, defendant HAJIPOUR caused
16 \$21,972 to be wired into defendant EGHBALI's Bank of America account
17 (ending in 7246).

18 Overt Act No. 33: On August 1, 2018, defendant HAJIPOUR sent
19 defendant EGHBALI an online message indicating that he would be
20 grateful if defendant EGHBALI would allow him to send money via
21 Western Union, even if temporarily, because defendant EGHBALI knew
22 "the situation" (English translation). Defendant HAJIPOUR wrote that
23 the Western Union transfer would be in "the name of a foreigner"
24 (English translation).

25 Overt Act No. 34: On August 1, 2018, Defendant EGHBALI
26 responded by asking if defendant HAJIPOUR was available for a call.

27 Overt Act No. 35: On August 2, 2018, defendant EGHBALI wrote
28 to defendant HAJIPOUR in an online message, "Please send To Kambiz

1 Eghbali. Please make sure send [sic] a Money Order."

2 Overt Act No. 36: On September 4, 2018, defendant HAJIPOUR
3 caused \$18,975 to be wired from an entity with the initials D.C. in
4 Malaysia into defendant EGHBALI's Bank of America account (ending in
5 7246).

6 Overt Act No. 37: On September 7, 2018, defendant HAJIPOUR
7 sent an online message to defendant EGHBALI asking if he was updated
8 on "Iran events" (English translation) and explained that he was
9 losing money with the fluctuation of the dollar and proposed a
10 solution. With defendant EGHBALI's "permission" (English
11 translation), defendant HAJIPOUR asked if he could purchase the
12 dollar in Turkey and send it to defendant EGHBALI via Western Union
13 as soon as defendant HAJIPOUR noticed the value of the dollar rising
14 to minimize the loss.

15 Overt Act No. 38: Defendant EGHBALI then called defendant
16 HAJIPOUR using an online message service.

17 Overt Act No. 39: On September 10, 2018, defendant HAJIPOUR,
18 via e-mail, placed an order with defendant EGHBALI for \$10,000 worth
19 of United States gift cards.

20 Overt Act No. 40: That same day, defendant HAJIPOUR sent an
21 online message to defendant EGHBALI stating that he had transferred
22 "10k" from Turkey and that the deposit would come from "inside
23 America" (English translation).

24 Overt Act No. 41: Defendant HAJIPOUR e-mailed defendant
25 EGHBALI a photograph of a deposit slip, which showed that \$10,000 was
26 sent to defendant EGHBALI's Bank of America account (ending in 7246)
27 from an over-the-counter transaction at a Bank of America branch
28 within America.

1 Overt Act No. 42: On September 10, 2018, defendant HAJIPOUR
2 caused two \$2,500 money orders from PLS (an authorized Western Union
3 transfer agent) and five \$1,000 money orders from Western Union to be
4 deposited into defendant EGHBALI's account at Bank of America (ending
5 in 7246).

6 Overt Act No. 43: On September 17, 2018, defendant HAJIPOUR e-
7 mailed defendant EGHBALI to ask whether defendant HAJIPOUR should
8 transfer additional funds to defendant EGHBALI via a "new account"
9 and asked for the "bank's name."

10 Overt Act No. 44: On September 17, 2018, Defendant EGHBALI
11 responded by providing the name of California Bank & Trust, along
12 with additional account information to facilitate the wire transfers.

13 Overt Act No. 45: On October 25, 2018, defendant HAJIPOUR sent
14 an e-mail to himself (from his personal e-mail address to the
15 Company 4 e-mail address) with the subject line "bank info cameron
16 [Company 1]" and with an attachment that had defendant
17 EGHBALI/Company 1's bank account information for defendant EGHBALI's
18 California Bank & Trust account (ending in 7744) and wire
19 instructions in both the United States and Europe.

20 Overt Act No. 46: Between December 17, 2018, and December 20,
21 2018, in response to an e-mail from California Bank & Trust's
22 compliance department regarding Company 1's business operations and
23 international transactions, defendant EGHBALI e-mailed California
24 Bank & Trust and represented that Company 1 had policies designed to
25 prevent transactions with entities inside countries subject to OFAC
26 sanctions, stating, "[w]e are strictly B2B and all entity or
27 businesses want to open an account with us has to go thru DNB check,
28 OFAC SDN check list and state or country of origin Business license

1 verifications."

2 Overt Act No. 47: On December 26, 2018, defendant HAJIPOUR
3 caused \$14,072 to be wired from an entity, D.C., in Malaysia into
4 defendant EGHBALI's California Bank & Trust account (ending in 7744).

5 Overt Act No. 48: On December 28, 2018, defendant HAJIPOUR
6 caused \$13,085 to be wired from an entity, D.C., in Malaysia into
7 defendant EGHBALI's California Bank & Trust account (ending in 7744).

8 Overt Act No. 49: On January 8, 2019, defendant HAJIPOUR
9 caused \$13,572 to be wired from an entity, D.C., in Malaysia into
10 defendant EGHBALI's California Bank & Trust account (ending in 7744).

11 Overt Act No. 50: On January 9, 2019, Company 1 sent defendant
12 HAJIPOUR an e-mail to his Company 4 e-mail address with a link to "e-
13 codes" and with a message that stated, "Hi Hamid, Codes
14 (codes@[Company1].com) invited you to view the file '140472-
15 ecordes.zip' on [the file-sharing service]."

COUNT THREE

[18 U.S.C. § 1349]

[DEFENDANTS KAMBIZ EGHBALI AND BABAK BAHIZAD]

22. The Grand Jury incorporates and realleges the allegations set forth in paragraphs 1 through 13, above, as if fully set forth herein.

A. OBJECT OF THE CONSPIRACY

23. Beginning no later than March of 2014 and continuing up to and including at least September of 2019, in Los Angeles County, within the Central District of California, and elsewhere, defendants KAMBIZ EGHBALI, also known as "Cameron Eghbali" ("EGHBALI") and BABAK BAHIZAD ("BAHIZAD") (collectively, the "defendants"), and others known and unknown to the Grand Jury, knowingly conspired to commit bank fraud, in violation of Title 18, United States Code, Section 1344(2).

B. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE ACCOMPLISHED

24. The object of the conspiracy was to be accomplished in substance as follows:

a. The Grand Jury re-alleges and incorporates paragraph 16 of Section B of Count One of this Indictment.

C. OVERT ACTS

25. In furtherance of the conspiracy and to accomplish its object, on or about the following dates, defendants EGHBALI and BAHIZAD, and others known and unknown to the Grand Jury, committed various overt acts within the Central District of California and elsewhere, including but not limited to the following:

1 Overt Act Nos. 1 through 21: The Grand Jury re-alleges and
2 incorporates Overt Act No. 1 through Overt Act No. 21 of Section C of
3 Count One of this Indictment.
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COUNT FOUR

[18 U.S.C. § 1349]

[DEFENDANTS KAMBIZ EGHBALI AND HAMID HAJIPOUR]

26. The Grand Jury incorporates and realleges the allegations set forth in paragraphs 1 through 13 above, as if fully set forth herein.

A. OBJECT OF THE CONSPIRACY

27. Beginning no later than March of 2015 and continuing up to and including at least January of 2019, in Los Angeles County, within the Central District of California, and elsewhere, defendants KAMBIZ EGHBALI, also known as "Cameron Eghbali" ("EGHBALI"), and HAMID HAJIPOUR ("HAJIPOUR") (collectively, the "defendants"), and Co-Conspirator 1, and others known and unknown to the Grand Jury, knowingly conspired to commit bank fraud, in violation of Title 18, United States Code, Section 1344(2).

B. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE ACCOMPLISHED

28. The object of the conspiracy was to be accomplished in substance as follows:

a. The Grand Jury re-alleges and incorporates paragraph 20 of Section B of Count Two of this Indictment.

C. OVERT ACTS

29. In furtherance of the conspiracy and to accomplish its object, on or about the following dates, defendants EGHBALI and HAJIPOUR, and Co-Conspirator 1 and others known and unknown to the Grand Jury, committed various overt acts within the Central District of California and elsewhere, including but not limited to the following:

1 Overt Act Nos. 1 through 50: The Grand Jury re-alleges and
2 incorporates Overt Act No. 1 through Overt Act No. 50 of Section C of
3 Count Two of this Indictment.
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COUNT FIVE

[18 U.S.C. § 1956(h)]

[DEFENDANTS KAMBIZ EGHBALI AND BABAK BAHIZAD]

30. The Grand Jury incorporates and realleges the allegations set forth in paragraphs 1 through 13, above, as if fully set forth herein.

D. OBJECT OF THE CONSPIRACY

31. Beginning no later than March of 2014 and continuing up to and including at least September of 2019, in Los Angeles County, within the Central District of California, and elsewhere, defendants KAMBIZ EGHBALI, also known as "Cameron Eghbali" ("EGHBALI") and BABAK BAHIZAD ("BAHIZAD") (collectively, the "defendants"), and others known and unknown to the Grand Jury, conspired and agreed with each other to transport, transmit, and transfer, and attempt to transport, transmit, and transfer, funds to a place in the United States from a place outside of the United States, with the intent to promote the carrying on of specified unlawful activity -- namely, the violation of IEEPA, in violation of Title 50, United States Code, Section 1705(a), (c); and financial institution fraud, in violation of Title 18, United States Code, Section 1344 -- in violation of Title 18, United States Code, Section 1956(a)(2)(A).

E. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE ACCOMPLISHED

32. The object of the conspiracy was to be accomplished in substance as follows:

a. The Grand Jury re-alleges and incorporates paragraph 16 of Section B of Count One of this Indictment.

1 F. OVERT ACTS

2 33. In furtherance of the conspiracy and to accomplish its
3 object, on or about the following dates, defendants EGHBALI and
4 BAHIZAD, and others known and unknown to the Grand Jury, committed
5 various overt acts within the Central District of California and
6 elsewhere, including but not limited to the following:

7 Overt Act Nos. 1 through 21: The Grand Jury re-alleges and
8 incorporates Overt Act No. 1 through Overt Act No. 21 of Section C of
9 Count One of this Indictment.

COUNT SIX

[18 U.S.C. § 1956(h)]

[DEFENDANTS KAMBIZ EGHBALI AND HAMID HAJIPOUR]

34. The Grand Jury incorporates and realleges the allegations set forth in paragraphs 1 through 13, above, as if fully set forth herein.

A. OBJECT OF THE CONSPIRACY

35. Beginning no later than March of 2015 and continuing up to and including at least January of 2019, in Los Angeles County, within the Central District of California, and elsewhere, defendants KAMBIZ EGHBALI, also known as "Cameron Eghbali" ("EGHBALI"), and HAMID HAJIPOUR ("HAJIPOUR") (collectively, the "defendants"), and Co-Conspirator 1, and others known and unknown to the Grand Jury, conspired and agreed with each other to transport, transmit, and transfer, and attempt to transport, transmit, and transfer, funds to a place in the United States from a place outside of the United States, with the intent to promote the carrying on of specified unlawful activity -- namely, the violation of IEEPA, in violation of Title 50, United States Code, Section 1705(a), (c); and financial institution fraud, in violation of Title 18, United States Code, Section 1344 -- in violation of Title 18, United States Code, Section 1956(a)(2)(A).

B. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE ACCOMPLISHED

36. The object of the conspiracy was to be accomplished in substance as follows:

a. The Grand Jury re-alleges and incorporates paragraph 20 of Section B of Count Two of this Indictment.

1 C. OVERT ACTS

2 37. In furtherance of the conspiracy and to accomplish its
3 object, on or about the following dates, defendants EGHBALI and
4 HAJIPOUR, and Co-Conspirator 1 and others known and unknown to the
5 Grand Jury, committed various overt acts within the Central District
6 of California and elsewhere, including but not limited to the
7 following:

8 Overt Act Nos. 1 through 50: The Grand Jury re-alleges and
9 incorporates Overt No. 1 through Overt Act No. 50 of Section C of
10 Count Two of this Indictment.

FORFEITURE ALLEGATION ONE

[18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

1. Pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), in the event of any defendant's conviction of the offenses set forth in any of Counts One or Two of this Indictment.

2. Any defendant so convicted shall forfeit to the United States of America the following property:

(a) All right, title and interest in any and all property, real or personal, constituting, or derived from, any proceeds traceable to any such offense; and

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), any defendant so convicted shall forfeit substitute property, up to the total value of the property described in the preceding paragraph if, as the result of any act or omission of said defendant, the property described in the preceding paragraph, or any portion thereof: (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property that cannot be divided without difficulty.

FORFEITURE ALLEGATION TWO

[18 U.S.C. § 982]

1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 982(a)(2), in the event of any defendant's conviction of the offenses set forth in any of Counts Three or Four of this Indictment.

2. Any defendant so convicted shall forfeit to the United States of America the following:

(a) All right, title and interest in any and all property, real or personal, constituting, or derived from, any proceeds obtained, directly or indirectly, as a result of the offense; and

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b), any defendant so convicted shall forfeit substitute property, up to the total value of the property described in the preceding paragraph if, as the result of any act or omission of said defendant, the property described in the preceding paragraph, or any portion thereof: (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property that cannot be divided without difficulty.

FORFEITURE ALLEGATION THREE

[18 U.S.C. § 982]

1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal Procedure, notice is hereby given that the United States will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 982(a)(1), in the event of any defendant's conviction of the offenses set forth in any of Counts Five or Six of this Indictment.

2. Any defendant so convicted shall forfeit to the United States of America the following:

(a) Any property, real or personal, involved in such offense, and any property traceable to such property; and

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1), and Title 18, United States Code, Section 982(b)(2), any defendant so convicted shall forfeit substitute property, if, by any act or omission of said defendant, the property described in the preceding paragraph, or any portion thereof: (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to, or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property that cannot be divided without difficulty. Substitution of assets shall not be ordered, however, where the convicted defendant acted merely as an intermediary who handled but did not retain the property in the

1 course of the money laundering offense unless the defendant, in
2 committing the offense or offenses giving rise to the forfeiture,
3 conducted three or more separate transactions involving a total of
4 \$100,000.00 or more in any twelve-month period.

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6
7 A TRUE BILL

8
9 /s/
10 _____
Foreperson

11 E. MARTIN ESTRADA
12 United States Attorney

13 

14 CAMERON L. SCHROEDER
15 Assistant United States Attorney
16 Chief, National Security Division

17 DAVID T. RYAN
18 Assistant United States Attorney
19 Chief, Terrorism and Export Crimes Section

20 ANNA P. BOYLAN
21 Assistant United States Attorney
22 Terrorism and Export Crimes Section

23 DAVID J. RYAN
24 Trial Attorney
25 United States Department of Justice
26 Counterintelligence and Export Control Section
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